

**DRAFT**

**HEALTH BENEFIT CONTRACT  
BETWEEN LEON COUNTY  
AND**

---

**DRAFT**

This Agreement, by and between, Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_", is hereby entered into by and between said Parties this \_\_\_ day of \_\_\_\_\_, 2005.

**WITNESSETH:**

Whereas, the Leon County Board of County Commissioners desires to make available to employees, retirees, retirees' surviving spouses, eligible dependents, and persons eligible for continued participation in the County's group health benefit program, the option of receiving health care benefits; and

Whereas, the County has determined that it is in the best interests of its employees that \_\_\_\_\_ be retained to provide such services, subject to the provisions of this Agreement.

NOW THEREFORE, in consideration of \_\_\_\_\_ Certificate of Authority, issued by the State of Florida, Department of Insurance, pursuant to Section 641.22, Florida Statutes, the Parties agreement to be bound by the terms of this instrument, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do agree as follows:

**SECTION I. DEFINITIONS.**

The following terms shall have the following meanings:

Agreement - This document, and all exhibits and attachments appended hereto.

Change in Status: An event which permits the Member to change Coverage in the Plan.

Continuation Member – An Employee or Dependent who experiences a "qualifying event" as defined by COBRA legislation and who opts to continue participation in the Plan.

Contract Year - The 12-month period from January 1st through December 31st during which time the membership fees or premium rates and any applicable co-payments or deductibles remain in full force and effect and are not subject to change.

Co-Payment - A money payment required to be paid by or on behalf of a Member or Dependant for certain services at the time and place such services are rendered.

Coverage - Participation in the Plan for a Member or Dependant.

Days - Days shall mean calendar days unless otherwise indicated.

Dependent - A. Member's current spouse.

B. An unmarried dependent child under the age of 19, or under the age of 25 and a full or part-time student, or dependent upon the Member for support and living in the Member's household.

C. A legally adopted child subject to the above age and school limitations.

D. A step-child who is claimed as an exemption on the federal income tax return of the Member, subject to the above age and school limitations.

E. A child for whom a legal guardianship has been established pursuant to a decree by a court of competent jurisdiction, subject to the above age and school limitations.

F. A child regardless of age, if the child is disabled and otherwise eligible for coverage under the Plan.

G. A grandchild, subject to the above age and school limitations, where the parent meets the definition of child above and where the grandchild is covered from the moment of birth.

Employee - Any County elected official, appointed official or full-time or part-time employee in a benefits eligible position, and any full-time or part-time employee of an organization with whom the County has an agreement to provide Coverage in the Plan.

Employee Contribution - That premium amount which a Member must pay \_\_\_\_\_ in order to obtain and retain membership and be eligible for Coverage in the Plan.

Enrollment Effective Date - At 12:01 a.m. on the day that Coverage in the Plan becomes effective.

Full or part-time student - A child of a Member who is attending a school, college, or university for the number of hours required by such institution for classification as a full or part-time student.

Maximum Out of Pocket - The maximum dollar amount which the Member or Dependant must pay for covered medical expenses per Contract Year.

Member - An Employee, Retiree, Continuation Member and surviving spouses of same who are eligible for individual coverage or dependent coverage in the Plan.

Open Enrollment Period - Shall be that 30 day period designated by the County in which Members may make elections or changes in their Plan.

Parties - Leon County and \_\_\_\_\_.

Part-time Employee - Any Employee of the County who is employed for a minimum of two (2) years of service and who is otherwise eligible for benefits; provided an application for enrollment is received within 30 days of becoming eligible for benefits.

Plan - Health insurance coverage provided by \_\_\_\_\_ as filed with the Department of Insurance.

Retiree - Any Employee who retires under the definition of a "retiree" of the Florida State Retirement System, whether regular or disability retirement, or who has been otherwise employed by Leon County for 10 years.

Service Area - The geographic area within which the Plan has been certified to provide or arrange for comprehensive health care services to be available to Members and Dependents.

Surviving Spouse - The widow or widower of a deceased Member.

## **SECTION II. Effective Date and Term.**

The Initial Term of this Agreement shall be for a period of 3 years commencing on January 1, 2006 and expiring on December 31, 2009. Thereafter, the County at its sole option may renew this Agreement on an annual basis for no more than 3 consecutive terms of one year in duration. The Effective Date of the first Contract Year shall be 12:00 a.m. EST, January 1, 2006, and shall expire at 11:59 p.m. EST, December 31, 2006.

## **SECTION III. Plan Requirements.**

\_\_\_\_\_ shall provide that the Plan provides the following:

### **1. Health Benefit and Election in Coverage:**

- A. Coverage in the Plan shall be effective on the Enrollment Effective Date.
- B. A Member may make application to add a qualified Dependent(s).
- C. Dependent Coverage in the Plan may be elected within 30 days after acquiring a Dependent(s) or upon the Dependent(s) becoming eligible. Such Dependent Coverage shall become effective on the first day of the month for which a Change In Status form has been submitted. A Change In Status form must be submitted within 30 days of new eligibility. The Enrollment Effective Date of Coverage for an eligible Dependent that is enrolled as a result of marriage is the first of the month following receipt by the County of the Change In Status form provided such form is received within 30 days of the triggering event.
- D. A newborn child who is a Dependent of the Member shall automatically be covered from the moment of birth. However, the application for the child must be submitted to \_\_\_\_\_ within 30 days of birth for no premium to be charged for the time the child is covered for less than the

30 day period. If timely notification is not received within 30 days, a premium will be charged from the date of birth. With respect to a newborn child of a Dependent other than the spouse of the Member, the coverage for the newborn child terminates 18 months after the birth of the newborn child.

- E. \_\_\_\_\_ shall have no age limit on Coverage for Members and Dependents.
- F. An Employee may elect to voluntarily opt-out of the County's health benefit program during the Open Enrollment period or upon producing documentation acceptable to the County that a Change in Status has occurred. An Employee who has opted-out of the County's health benefit program will, thereafter, have the opportunity to make application for Coverage in the Plan during the Contract Year for himself and, if desired, for eligible Dependents, provided the Employee produces documentation to the County that a Change in Status has occurred. \_\_\_\_\_ may only refuse Coverage in the Plan to the Employee and/or any Dependents who apply through this process, who fail to provide satisfactory Change in Status documentation. The Employee may apply for Coverage in the Plan during the next Open Enrollment and will be accepted with no restrictions or waiting periods.
- G. The Plan shall provide conversion privileges for Members whose coverage has been terminated other than for cause pursuant to the provisions of this Agreement. This conversion shall be provided without regard to physical condition, provided the Member elects such conversion within thirty-one (31) days following termination of participation.

2. Member Election: A Member may change an election in Coverage in the Plan upon the occurrence of a stated event:

- A. *Open Enrollment Period.* A Member may change an election in Coverage during the Open Enrollment Period.
- B. *Termination of Employment.* A Employee's election in Coverage will terminate under the Plan upon termination of employment.
- C. *FMLA.* An Employee may change an election in Coverage under the Plan upon FMLA leave being granted by the Employer.
- D. *Change in Status.* A Member may change an election in Coverage under the Plan upon the occurrence of a Change in Status. Any of the following events, which when properly documented, shall qualify as a Change in Status and permit a Member to terminate, revoke, or change his health benefit election outside of the Open Enrollment period.
  - 1) Marriage, divorce or legal separation of the Member;
  - 2) Death of the Member's spouse and/or Dependent;
  - 3) Birth or adoption of a child(ren) by the Member;
  - 4) Increase or decrease in the Member's Dependents;
  - 5) Employment or termination of employment by the Member or Member's spouse;
  - 6) Changes of employment status for the Member or the Member's spouse from full-time to part-time or part-time to full-time; and significant changes in the spouse's coverage or the spouse's cost of coverage.

The County, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested Change in Status is on account of and corresponds with (1)-(6) above.

- E. *Retirement Status.* A Member may change an election in Coverage under the Plan upon retirement. \_\_\_\_\_ agrees that an Employee who elects

to retire from employment with the County may, when making his pension benefits selection, make unrestricted changes in his health benefit plan.

- F. *Emergency Open Enrollment Period.* A Member may enroll in the Plan should their health benefit plan be terminated. \_\_\_\_\_ shall accept members of another County health benefit plan through an Emergency Open Enrollment Period consisting of not less than 10 working days should such County health benefit plan be terminated from the County's Health Benefit program during the Contract Year.
- G. *Leave of Absence.* An Employee who is on a Leave of Absence during an Open Enrollment Period shall, at the time of reinstatement, be allowed to enroll in the Plan.
- H. *Move into Service Area.* A Member shall be eligible to enroll in the Plan within thirty-one (31) days of moving into the Service Area or being assigned in other than a temporary basis to a work site in the Service Area.

3. Start-up - Open Enrollment.

The Plan shall provide the following written materials to the County by dates established in the annual health benefit program schedule, which will be provided to the \_\_\_\_\_ no less than 30 days before the beginning of any Open Enrollment Period:

- A. A schedule of the Plan's membership fees and any applicable co-payments or co-insurance and deductibles for the Contract Year.
- B. Certification that all such fees will remain effective throughout the Contract Year.
- C. For a qualified HMO, a copy of the Certificate of Authority issued by the State of Florida, Department of Insurance.
- D. A copy of the Group Health Service Agreement.
- E. A copy of all solicitation materials which \_\_\_\_\_ proposes to use as informational materials.

4. Enrollment.

- A. \_\_\_\_\_ may not establish any minimum or maximum enrollment levels.
- B. \_\_\_\_\_ shall comply with the County's Open Enrollment schedule and procedures.
- C. Members may elect any Plan during Open Enrollment and there will be no limitations or waiting periods for coverage or benefits.
- D. \_\_\_\_\_ shall provide a sufficient number of information packets for Open Enrollment, so that each Member is provided an information packet.
- E. \_\_\_\_\_ shall conduct solicitation in compliance with guidelines issued periodically by the County.
- F. \_\_\_\_\_ shall not distribute any materials to Members, which have not been approved in advance by the County.
- G. All expenses incurred by \_\_\_\_\_ as a result of an Open Enrollment Period or other solicitation activity shall be the sole responsibility of \_\_\_\_\_.

5. Rates.

- A. All rates shall be guaranteed for the Contract Year commencing January 1, 2006. However, The County reserves the right to accept a guarantee of more than one Contract Year if it is in the County's best interest. \_\_\_\_\_ shall provide that proposed changes in premium rates may only be instituted on the Contract Year's anniversary date and \_\_\_\_\_ shall provide for notice of changes in premium rates by June 30 of each Contract Year for such change in the premium rate to be effective in the subsequent Contract Year, provided the Agreement is not otherwise terminated.
- B. \_\_\_\_\_ shall offer a Plan which shall provide a three-tier rate structure with rates for individual coverage, two-party dependant coverage and



three-party or more dependant coverage. Multi-person dependant coverage shall include any combination of Employee, Continuation Member, Retiree, or Retiree's surviving spouse, and Dependents of same.

- C. The Plan shall provide a Medicare carve-out rate which shall be lower than the non-Medicare supplement rate for Members who are enrolled in Medicare.
- D. The Plan shall uniformly apply rates for individual coverage and dependent coverage to all Members and Dependants regardless of their status as an Employee, Continuation Member, Retiree, or surviving spouse.
- E. The Plan shall accept direct payment from a Member when the Employee's compensation is insufficient to cover the cost of coverage.

6. Coverage and Services

- A. \_\_\_\_\_ shall provide in the Plan, at a minimum, those services and supplies which are outlined in Appendix A (Minimum Required Services); Appendix B (Rate Schedule); Appendix C (Master Policy); Appendix D (Member Handbook), and Appendix E (Wellness Program) all of which are attached hereto to and made part of this Agreement to the extent they are not inconsistent with the provisions herein. The Plan shall also provide those ancillary services related to the County's Employee Wellness Program as are specified in writing and mutually agreed upon by the County and \_\_\_\_\_ (Appendix E).
- B. \_\_\_\_\_ shall include in its contract with any provider facilities and medical professionals, a provision which holds the Members and their Dependants harmless for compensation for services or supplies authorized for a Member or Dependand by \_\_\_\_\_ under the Plan, except for applicable co-payments, co-insurance and deductibles. The County shall

have the right to review all such contracts. \_\_\_\_\_ agrees to defend, indemnify, and hold harmless the County, and the Member and their Dependents with respect to any and all claims, costs, damages, and expenses, including a reasonable attorney's fee, which are related to or arise out of any failure, inability, or refusal of \_\_\_\_\_ to pay the provider facilities and medical professionals for services or supplies authorized for a Member or Dependant.

- C. If any Member or Dependant is treated by a non-contract physician and/or hospital at the direction of \_\_\_\_\_, \_\_\_\_\_ shall be responsible for total payment of such services, excluding appropriate co-payments, co-insurance and deductibles.
- D. The Plan shall provide extended Coverage to a Member or Dependant who is confined as an in-patient on the date of enrollment termination, where the Member is not transferring to another County health benefit plan, until discharged as an in-patient, provided monthly premium payments continue to be made to \_\_\_\_\_ for or by the Member; however, \_\_\_\_\_ shall not be required to provide such extended Coverage beyond 12 calendar months from the date the Member's enrollment in the Plan is terminated.
- E. In the event that the Member or Dependant obtains new Coverage in a different healthcare plan, \_\_\_\_\_ shall provide for the orderly transfer of on-going medical case management in accordance with accepted medical practices and in consideration of patient need.
- F. In cases of injury or illness caused by an act or omission of a third party provider and/or complications related thereto, necessary services shall be furnished to the Member or Dependant at the expense of \_\_\_\_\_ subject to any co-payments, co-insurance. \_\_\_\_\_ may make efforts to effect a monetary recovery on account of such injury or illness. The Member or

Dependant must cooperate in protecting the interests of \_\_\_\_\_ under this provision, but \_\_\_\_\_ shall not jeopardize any right or claim of the Member or Dependant against a third party provider by compelling payment or settlement of any \_\_\_\_\_ claim for services. The Member or Dependant must execute and deliver to \_\_\_\_\_, or its nominees, any and all assignments or other documents which may be necessary or proper to fully and completely effectuate and protect the rights of \_\_\_\_\_, or its nominees.

G. The Plan shall provide a grievance procedure for the resolution of any disputes of Members.

H. In the event of a labor dispute or similar occurrence over which \_\_\_\_\_ can reasonably be expected to exercise influence or domination which results in \_\_\_\_\_'s delay or failure to provided services, or other benefits to a Member or Dependant, \_\_\_\_\_ shall be responsible both financially and legally for providing or arranging for provision of such services and other benefits.

7. Coordination of Coverage.

The coordination of benefits (when a Member or Dependant has additional insurance coverage) applies only to any group prepaid health care plan, group insurance, or any other group program to which the Member or Dependent belongs as a benefit or his/her employment or enrollment in, or affiliation with another organization, unless said group plan specifies that it pays regardless of any other coverage.

8. Waiting Period, Pre-existing Condition and Actively at Work.

A. Waiting Period, pre-existing condition limitations and Actively at Work provisions shall not apply and be waived by \_\_\_\_\_ for the Initial Enrollment with \_\_\_\_\_ of those Members and Dependents who are transferring or otherwise change their current health insurance plan to

\_\_\_\_\_, including Employees on an approved leave of absence. "No loss, no gain" of benefits as a result of a change in carrier, or when enrolling on the Leon County BCC plan under HIPAA Special Enrollment provisions or a qualifying event. Transition of Care benefits at inception of plan.

- B. For new Employees there shall be no limitation for maternity benefits for eligible enrollees nor a waiting period or pre-existing condition limitations provided the new Employee has prior creditable coverage under HIPAA guidelines.

9. Termination of Member Coverage.

- A. \_\_\_\_\_ shall not terminate coverage in the Plan or refuse to provide Coverage in the Plan to any Member on the basis of the Member or Dependant's health status, health care needs, age, or number of Dependents.
- B. Members and Dependents who would lose eligibility for the group health benefit due to a "qualifying event" as defined by COBRA, are eligible to elect continuation coverage for a period of 18 to 36 months.
- C. Effective Date of Member Termination:
- 1) Coverage under this Agreement for a Member and/or Dependant shall automatically terminate at 11:59 p.m. on the earliest of the following dates:
    - a) The date on which the Agreement terminates.
    - b) The last day of the month during which the Member ceased to be eligible for Coverage.
    - c) The date of expiration of the period for which the last contribution is paid on account of the Member.

d) The date and time the Member becomes covered under an alternative health benefit plan which is offered by, through, or in connection with the County as an option in lieu of coverage under this Agreement.

e) The last day of the month following the month during which the Dependent ceased to be an eligible Dependent.

D. Termination for Cause - \_\_\_\_\_ may terminate coverage at the end of the month following issuance of written notice given by \_\_\_\_\_ to the Member, such period prior to termination of coverage shall not be less than 30 days, and shall be for the following reasons only:

- 1) Failure to make required co-payments, co-insurance or deductibles as specified in the Member Handbook. In such cases reinstatement may be effected, but only upon payment of all amounts due by applying to \_\_\_\_\_ for reinstatement of membership.
- 2) Fraud or material misrepresentation by the Member in applying for benefits.
- 3) Willful and knowing misuse of the Plan identification card by the Member.
- 4) Willfully and knowingly furnishing the Plan incorrect or incomplete information for the purpose of fraudulently obtaining Coverage or benefits by the Member.
- 5) When the Member's behavior is disruptive, unruly, abusive or uncooperative to the extent that his or her continuing membership in the Plan seriously impairs the Plan's ability to furnish services to either the Member or other Members. Prior to disenrolling a Member for cause, the Plan shall make a reasonable effort to resolve the problem presented by the Member, including the use of

a grievance procedure. \_\_\_\_\_ shall consider all extenuating circumstances, including verification that the Member's behavior is not related to the use of the medical service or mental illness and document, in detail, the Member's problem, the Plan's efforts to remedy the problem, and any medical conditions of the Member which contributed to the problem. The Plan shall copy the County with notice of termination for cause at the same time notice is sent to the Member. The County reserves the right to review documentation regarding termination for cause and to intercede on behalf of the Member.

10. Service Area.

\_\_\_\_\_ shall comply with the provisions of Section 641.22, Florida Statutes, receive written approval from the State of Florida, Department of Insurance, and furnish a copy of such approval and description of the geographic area to the County.

**SECTION IV. ADMINISTRATION OF AGREEMENT**

1. \_\_\_\_\_ shall refund to the County any overpayments made by the County or its representatives, and to the Member, any overpayments made by such Member. Such refunds shall be made no later than forty-five (45) days following the date the Plan receives notice that the overpayment has been made and an explanation of how the overpayment occurred.
2. \_\_\_\_\_ shall accept personal checks from Members who are temporarily in non-pay status but are otherwise eligible for Coverage in the Plan.
3. Upon Request, \_\_\_\_\_ shall provide to the County within ten (10) business days utilization reports concerning Members. This information shall be broken

out by the four groups: Employees, Employees' Dependents, Continuation Members and Dependants and Retirees and Retirees' Dependents, with a de-identified, HIPAA compliant report of all incurred claims on a quarterly basis.

4. \_\_\_\_\_ shall submit Quarterly Reporting (all within HIPAA guidelines) which shall consist of the following: paid claims by Member (and Dependants); paid claims by Service Area; benefit analysis (submitted claims, ineligible expenses, COB, member share, network savings, paid amount); network savings report; utilization report by provider type; prescription drug report (top drugs by cost and by number of prescriptions, generic vs. brand utilization, etc.); disease management enrollment reports; large claims over \$50,000 and, de-identified case management summary reports. The reports shall also include a diagnosis and prognosis network utilization analysis which includes in-network and out-of-network claims, detail hospital utilization and diagnosis report, which includes hospital days and costs breakdown of claims by categories (inpatient, outpatient, physician office, prescription, etc.) In addition, the \_\_\_\_\_ shall provide an annual claims report of incurred and paid claims, including pending claims, within 25 days of the end of the year. \_\_\_\_\_ shall meet with County's Human Resources staff annually at renewal and quarterly to review reports and make recommendations on how to improve services.

5. \_\_\_\_\_ shall adhere to the following Performance Standards:

- A. Average claim turnaround time: 90% of all clean claims must be paid and Explanation of Benefit (EOB) mailed within ten (10) business days after claim submission.

- B. Claims Status Report: Provide status reports to Members for claims not resolved within 30 days of claims submission.
  - C. Threatening Letter Response: Respond, in writing, directly to the letter writer, Member or covered Dependent, and the County with an explanation of the claim status within 5 working days of receipt of notification, any time a Member or Dependent receives a letter from a service provider threatening legal action, referral to a collection agency, or other negative action which could jeopardize the Member or Dependant because of the delay or failure in paying claims.
  - D. Financial and Claims Reports: Provide within 15 calendar days for monthly reports; 45 calendar days after end of period for quarterly or annual reports.
  - E. Payment Accuracy of Claims: Assess payment accuracy of claims through random sampling, on a quarterly basis, with an error rate no greater than 2%.
  - G. Provide the County annually a report regarding the \_\_\_\_\_'s compliance with these Performance Standards.
6. \_\_\_\_\_ shall work cooperatively with the County to develop an electronic billing and reconciliation system. The County shall submit, on a monthly basis, a coverage report for Members, and a remittance form which shows all payments made for Members during the month reported. A pre-audit and post-audit of these documents will be performed by \_\_\_\_\_, who shall then provide a variance report to the County each month.
7. \_\_\_\_\_ shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are in any way relevant to this Agreement and interview any clients and employees of \_\_\_\_\_ or to assure the County of satisfactory performance of



the terms and conditions of this Agreement. Following such evaluation, the County will deliver to \_\_\_\_\_ a written report of its findings and will include written recommendations with regard to \_\_\_\_\_ performance of the terms and conditions of this Agreement. \_\_\_\_\_ will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. \_\_\_\_\_'s failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) \_\_\_\_\_'s being deemed in breach or default of this Agreement; (2) the withholding of payments to \_\_\_\_\_ by the County; and (3) the termination of this Agreement.

8. \_\_\_\_\_ shall make available to the County any and all documents, papers, letters, or other material which are necessary for the County or its authorized representatives to assure compliance with the provisions of this Agreement.
9. \_\_\_\_\_ shall allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, Florida Statutes, and HIPAA prepared or received by the Plan in conjunction with this Agreement.
10. \_\_\_\_\_ shall provide on-site training and question-and-answer sessions for all Members and shall attend the County's Benefit Fairs. In addition, \_\_\_\_\_ shall be required to provide a toll-free customer service line between 8 a.m. and 5 pm each workday for Member access to \_\_\_\_\_. Claim forms shall be furnished to the County with detailed instructions that can be provided to Members.
11. \_\_\_\_\_ shall be responsible for all claims incurred on or after the Effective Date and within the Contract Term.
12. \_\_\_\_\_ shall have electronic data transfer capability for eligibility, billing, and reconciliation purposes, both at initial implementation and on an ongoing basis. \_\_\_\_\_ must be compliant with HIPAA requirements.
13. \_\_\_\_\_ shall remain recommended in the latest edition of Best's Life

Insurance Reports with a general policyholder's rating of \_\_\_\_ or better. Leon County must be furnished the Best's policyholder rating annually prior to the time of renewal.

14. \_\_\_\_\_ shall provide quarterly census information detailing the number of eligible Employees and Members by tier and dependent status.
15. \_\_\_\_\_ shall notify the County 30 days in advance of any hospitals or major provider groups who are dropping out of the network.
16. \_\_\_\_\_ shall provide current provider network directories to all Members covered under the County's health benefit program.
17. \_\_\_\_\_ shall provide I.D. cards in a reasonable time period, accepted by industry standards, to all Members and Dependents of the County's plan.
18. \_\_\_\_\_ shall work with the County on wellness programs and initiatives such as annual flu shots, allergy clinics, etc.
19. \_\_\_\_\_ shall allow the County to approve any general correspondence sent to Members.

## **SECTION V. REQUIREMENTS OF THE COUNTY**

### **1. Enrollment**

- A. The County shall provide to each new Employee a copy of the \_\_\_\_\_ informational materials, and the Employee shall be given the option of participating in any of the County's health benefit plans as well as enrolling eligible Dependents.
- B. The County shall establish, coordinate, and supervise all aspects of the Open Enrollment Period.

- C. The County shall notify \_\_\_\_\_ of any Open Enrollment Period no less than sixty (60) days prior to the beginning of such Open Enrollment Period.
- D. The County shall review, approve, disapprove or require changes to any of the materials the \_\_\_\_\_ submits for informational and solicitation purposes; however, disapprovals or required changes shall be based on the need to correct misleading statements, factual errors or ambiguous statements or omission of required information. Notice of approval or disapproval, or required changes shall be furnished to \_\_\_\_\_ no later than 15 days from the date such materials are provided to the County.
- E. During an Open Enrollment Period the County shall schedule no less than one meeting in the \_\_\_\_\_'s Service Area, at which time \_\_\_\_\_ will be allowed to make an audio/visual presentation and distribute any of the materials approved by the County pursuant to this Agreement.
- F. The County shall contribute an amount in accordance with the attached schedule to an Employee's enrollment in the Plan. (Appendix B) Employee contribution rates will be determined on an annual basis solely by the County.
- G. If an Employee's cost of Enrollment in the Plan exceeds the amount paid by the County pursuant to the terms of this Agreement, that excess amount shall be deducted from the Employee's paycheck, if any, and transmitted along with the employer contribution, \_\_\_\_\_, on a monthly basis. The County will collect the payments of the Retiree's or Retiree's surviving

spouse's Enrollment in the Plan and transmit such deductions to \_\_\_\_\_ on a monthly basis.

- H. The County will collect payments from Continuation Members and forward the benefit cost to \_\_\_\_\_ on a monthly basis.
- I. The County will remit payment to \_\_\_\_\_ for ancillary services related to the County's employee wellness program, provided such services and the costs thereof are specified in writing and mutually agreed upon by the County and \_\_\_\_\_ in advance of such services being provided under the Plan.

2. Administration

A. The County shall process all Enrollment applications, Change of Status forms and termination forms and provide a copy of these forms to \_\_\_\_\_.

B. The County shall act as a liaison for Members with \_\_\_\_\_. However, the County shall have no right to grant administrative exceptions regarding claim payments, to waive limitations and exclusions included in this Agreement, or to impose conditions or limitations not included herein. Disputed claims shall be handled according to the Member Grievance Procedure as described in the Master Policy, Appendix C.

**SECTION VI. TERMINATION.**

The Parties agree that after the Initial Term and after all three (3) option years have expired, this Agreement shall remain in effect from year to year however this Agreement may be terminated by a Party, provided a written notice of intent to terminate is delivered to the other Party by the terminating Party no less than 120 days prior to the expiration of the then current Contract Year.

If either Party fails to comply with any of the terms or conditions of this Agreement or otherwise defaults in any of its obligations under this Agreement and shall fail, within ninety (90) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement.

**SECTION VII. M/WBE Participation.**

\_\_\_\_\_ shall adhere to the County's policy for Minority/Women Business Enterprise requirements that a minimum of 15.5% of the fee will be subcontracted to certified M/WBE Firm(s), and shall certify in writing to the County the names of the M/WBE Firm(s). The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment, and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). You must submit proof of certification. Attach additional sheets as necessary.

Name, Address, and Phone	Materials/Services	Amount	Group
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE

Participation: \$ \_\_\_\_\_

Total Services Base Bid: \$ \_\_\_\_\_

M/WBE Participation as % of Total Base \_\_\_\_\_%

### SECTION VIII. Insurance.

\_\_\_\_\_ shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by \_\_\_\_\_ its agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in \_\_\_\_\_'s pricing.

1. Minimum Limits of Insurance: \_\_\_\_\_ shall maintain limits no less than:
  - A. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
  - B. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. *(Non-owned, Hired Car).*
  - C. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*
  - D. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of Five Million and 00/100 (\$5,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond

the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.

2. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or \_\_\_\_\_ shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
3. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  - A. General Liability and Automobile Liability Coverages (*County is to be named as Additional Insured*).
  - B. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - C. \_\_\_\_\_'s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the \_\_\_\_\_'s insurance and shall not

contribute with it. \_\_\_\_\_ hereby waives subrogation rights for loss or damage against the county.

- D. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - E. \_\_\_\_\_'s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurers liability.
  - F. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
  - G. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 4. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
  - 5. Verification of Coverage: \_\_\_\_\_ shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.



6. Subcontractors: \_\_\_\_\_ shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **SECTION IX. INDEMNIFICATION**

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement.

## **SECTION X. GENERAL PROVISIONS**

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that the County is a duly Chartered County and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance

is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Subject to Appropriation. All payment obligations of the County as set forth herein shall be subject to appropriation of funding therefore by the legislative body; however, failure to appropriate funding adequate to meet such payment obligations shall be dealt with as a default under this Agreement.
- N. Agreement, Conflict and Amendment:

This Agreement is the sole governing instrument in matters between the County and the \_\_\_\_\_. Questions of specific services, providers, claims, disputes and other issues not covered by this Agreement shall be governed by the Plan's Master Policy and Member Handbook, if applicable, copies of which are appended to this Agreement and which shall be made available to Members upon request by the County or the Plan. Should any conflicts exist between the terms of this Agreement and the Plan's Master Policy and/or Member Handbook, the terms of this Agreement shall prevail.

This Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
By \_\_\_\_\_  
Title: Executive Director

Date \_\_\_\_\_

**EMPLOYER: LEON COUNTY**

By \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Bob Inzer  
Clerk of the Court

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Herbert W.A. Thiele, County Attorney